

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

MOHAMMAD ISLAM, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiffs,

v.

LYFT, INC.,

Defendant.

**Case No. 1:20-cv-03004**

**District Judge Ronnie Abrams**

**DECLARATION OF  
OLUWABUKUNMI  
AYANBULE IN SUPPORT  
OF LYFT'S MOTION TO  
COMPEL ARBITRATION**

I, Oluwabukunmi Ayanbule, declare as follows:

1. I am employed by Lyft, Inc. ("Lyft") as an Engineering Manager. In that role, I am familiar with Lyft's Platform and mobile phone application, including the user registration process and the processes by which Lyft updates its Terms of Service Agreement, communicates updates to its Terms of Service Agreement to users, and by which users (both drivers and riders) consent to the updated Terms of Service Agreement—including, specifically, the Terms of Service Agreement effective February 6, 2018.

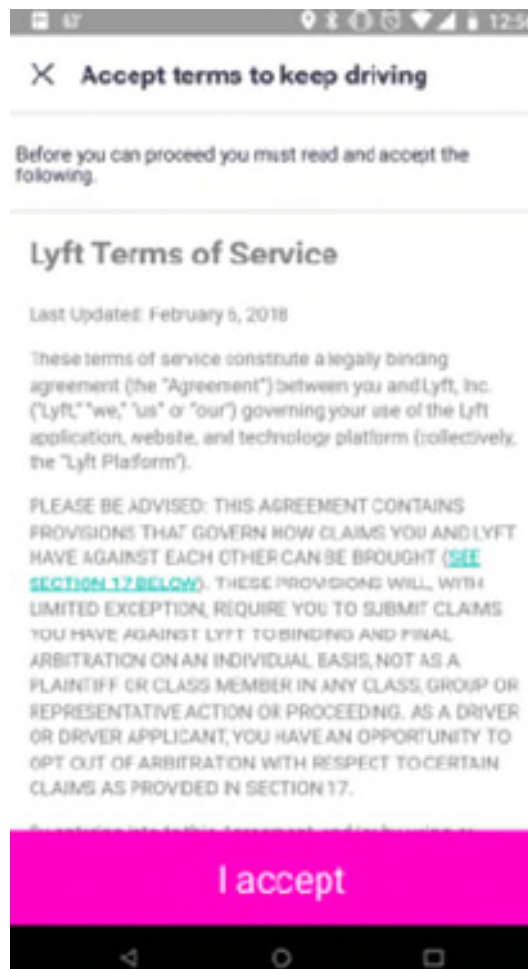
2. The following facts are based on my personal knowledge and review of Lyft records. If called upon to testify as a witness, I could and would testify competently to the truth.

***The February 6, 2018 Lyft Terms of Service Agreement***

3. Lyft periodically updates its Terms of Service Agreement. Such updates are communicated to Lyft drivers, who are required to re-consent to the updated Terms in order to continue offering rides using the Lyft App.

4. On February 6, 2018, Lyft updated its Terms of Service Agreement. Subsequent to the update, registered Lyft users who opened the Lyft App were required to consent to the February 6, 2018 Terms of Service Agreement, which automatically appeared on a screen in

the Lyft App. The following screen is a depiction of the user interface that a registered Lyft user would have seen:



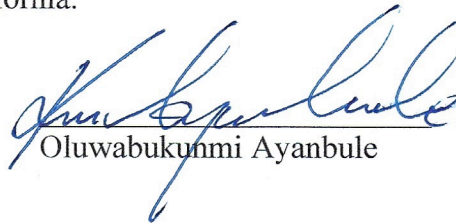
5. Users presented with the February 6, 2018 Terms of Service Agreement had the opportunity to scroll all the way through the text of the February 6, 2018 Terms of Service Agreement without leaving the screen. Attached as Exhibit 1 is a true and correct copy of the February 6, 2018 Terms of Service Agreement.

6. Drivers presented with the February 6, 2018 Terms of Service Agreement were required to click "I accept" in order to proceed to offer a ride using the Lyft App. A registered driver, *i.e.*, a driver who had previously registered for the Lyft App, could not offer a ride through the Lyft App after being presented with the February 6, 2018 Terms of Service Agreement if the driver clicked the "X" button at the top left-hand corner of the screen rather

than the “I accept” button. Once a registered driver was presented with the February 6, 2018 Terms of Service Agreement, until the driver clicked the “I accept” button, the screen shown above continued to appear each time the driver opened the Lyft App. A registered driver could not offer a ride through the Lyft App after being presented with the February 6, 2018 Terms of Service Agreement until after he or she clicked the “I accept” button.

I declare under penalty of perjury that the foregoing is true and correct. Executed this

29th day of July, 2020 in San Francisco, California.



Oluwabukunmi Ayanbule